

REGISTRATION AND DECLARATION RULES

Defined terms have the meaning set out in the AGICOA By-Laws, unless otherwise specifically stated herein.

“Declaration(s)” shall mean collectively or individually, a Declaration of a Work, a Declaration of rights, a Declaration of episodes with titles and/or a Declaration of seasons.

“Declarant” shall mean the person or legal entity registering and declaring with AGICOA the rights it holds or manages in audiovisual works.

“Registration(s)” shall mean collectively or individually the “Declarant Registration” form and/or the “Registration of a dependent Rightsholder by a Declarant” form.

I. FORM, CONTENT AND COMMUNICATION OF REGISTRATIONS AND DECLARATIONS

Article 1

Registration Phase

1. The paper form is compulsory for the Registrations in order to authenticate future exchanges.
2. In order to validate its Registration as a Declarant, the Declarant shall provide AGICOA with a copy of an identification document of each of the signatories of the Registration if the Declarant is a natural person. If the Declarant is a legal entity, the Declarant shall provide AGICOA with its extract of the commercial register together with an identification document of each of the signatories.

The Declarant shall also provide AGICOA with a copy of a bank account statement of the beneficiary of the payments received from AGICOA.

3. In case the Declarant chooses the type “Agent” in the “Declarant Registration” form, such Declarant shall be offered to complete the “Registration of a dependent Rightsholder by a Declarant” form(s) in order to register each dependent Rightsholder of such Declarant. A dependent Rightsholder shall not be considered as a Declarant but the registration of such dependent Rightsholders is requested for information purposes.
4. The completed Registration(s) shall be sent by email at info@agicoa.org or by post to AGICOA – 1, rue de Pestalozzi - CH-1202 Geneva.
5. Once registered, the Declarant shall receive an identification number for itself and identification numbers for each of the dependent Rightsholders registered by the Declarant, if any.

Article 2

Declaration Phase

1. Unless otherwise specified below, the Declarant shall use, for its Declarations, either AGICOA paper declaration forms, AGICOA's Web declaration portal, AGICOA's WRI services or AGICOA's S-WRI services.
2. Upon Registration, the Declarant and its registered contacts shall receive a personal password and a username to be able to declare the Works and rights with AGICOA on AGICOA's Web declaration portal. AGICOA cannot be held responsible if a third unauthorized person uses the Declarant's online access to AGICOA's Web declaration portal.
3. The Declarations of high volume of works and rights require using the AGICOA's S-WRI services (Simplified Works and Rights Interface), an excel-based format, or the AGICOA's WRI services (Works and Rights Import), an xml-based format.

Documentation and information on both services are available on AGICOA website and from the Declarant's dedicated Portfolio Manager.

AGICOA reserves its exclusive right to further develop and change the Web declaration portal, the WRI format and/or the S-WRI format but shall inform the Declarant three months before the entry into force of any change.

The Declarations in S-WRI format or in WRI format shall be sent to the Declarant's dedicated Portfolio Manager by email or by FTP.

II. COMMON RULES FOR REGISTRATIONS AND DECLARATIONS

Article 1

Declarant's Responsibilities

1. AGICOA's Governing Rules, including, among others, its By-Laws, shall apply and be binding on all Declarants.
2. The Declarant is responsible for the veracity and the completeness of the Registrations/Declarations provided to AGICOA.
3. AGICOA is entitled to fully rely on the information contained in the Registrations/Declarations. AGICOA cannot be held responsible for having relied on false information. It is understood that the reception of royalties by a Declarant is a confirmation of the information it has provided.
4. The Declarant must keep its contact details up to date at all times. Any contact update can be done either on AGICOA's Web declaration portal or by email to its dedicated Portfolio Manager.

The registration of a new contact person can also be done on AGICOA's Web declaration portal however a "Contact update" form, completed and signed by the new contact person and countersigned by an existing authorized contact person, must be sent to AGICOA to complete said registration.

5. As to the Declaration of rights, the Declarant notably acknowledges and confirms being the holder of or legitimate claimant authorized to manage the rights on the Work(s) declared. If the declared rights create a conflict with another Declarant claiming to be entitled to the same right(s), the Declarant shall carefully analyze its own entitlement and, if needed, update its Declaration of rights accordingly.
6. The Declarant should do its best efforts to timely declare freshly produced or acquired Works or rights on Works.

The Declarant shall declare the Works and rights within the deadlines provided in Article 9(6) of AGICOA Distribution Rules. Late Declarations shall be processed in accordance with such Distribution Rules.

7. The Declarant receiving payments of royalties from AGICOA must hold AGICOA harmless and indemnify it with respect to all actions, proceedings, costs, damages, expenses, claims and demands which are brought, threatened or made by any third party, including without limitation, Rightsholders represented by or being in any other contractual relationships with them, upon or against AGICOA in respect of said payments.

Article 2

Verification and Validation of Registrations and Declarations

1. The information provided by the Declarant is validated by its dedicated Portfolio Manager.

AGICOA shall not accept Registrations/Declarations that do not respect the required form of Registration/Declaration, do not contain the mandatory information or contain obvious wrong, incomplete information, or relate to the Works that do not fall within AGICOA repertoire (as defined in Article 7(1) of the AGICOA Distribution Rules).

AGICOA shall not accept the re-declaration of those rights and/or Works that were inactivated in AGICOA's Works and rights register following a conflict resolution procedure that found the Declarant not entitled to declare these rights, unless such Declarant provides AGICOA with new legal substantiation within one month in support of the new Declaration.

2. AGICOA shall be entitled at any time to request any supporting document and any additional information from the Declarant or from third sources.

In case of doubt about the information provided and/or in case of silence or non-cooperation from the Declarant, AGICOA shall have the right to conduct a due diligence by

requesting further clarification and any supporting evidence including, without limitation, relevant agreements and excerpts thereof.

If objective justified doubts remain because, for instance, the Declarant refuses to cooperate or provides doubtful or unconvincing documents, AGICOA shall have the right to refuse the Declarant's Registrations/Declarations or terminate, with immediate effect, the Mandate granted to AGICOA and inactivate the Registrations/Declarations as provided in Articles 3 and 4 below.

The statements and declarations made by the Declarant in this context, as well as the documents provided, are confidential and can only be used by AGICOA within the limits of verification and validation of Registrations and/or Declarations and the collection and distribution of royalties, in the performance of legal obligations and in the interest of AGICOA and/or its Members and/or Declarants in any dispute, including, but not limited to, arbitration or litigation in a court of law.

3. In case of doubt about the entitlement of a Declarant, AGICOA can contact its dependent Rightsholder(s) directly in order to get confirmation about the Declarant's entitlement.
4. AGICOA cannot be held liable for the refusal of a Registration or a Declaration. It cannot be held liable for the delay that may have been caused by AGICOA checking the information provided.
5. For the avoidance of doubt, the acceptance of the Registration and Declarations of a Declarant does not preclude AGICOA's right to conduct random due diligence checks as set out in Article 2(4) above.

Article 3

Mistakes, Modifications, Withdrawals of Declarations and Termination of the Mandate(s)

1. The Declarant must withdraw or adjust its Registrations/Declarations immediately after having knowledge of any mistake or modification in its situation or of any Work that does not fall into AGICOA repertoire anymore. Such withdrawals or adjustments shall be made via the Declarant's personal account on AGICOA's Web declaration portal or shall be communicated directly to its dedicated Portfolio Manager.

Any modification made by a Declarant has to be validated by its dedicated Portfolio Manager. An email of confirmation is sent to the Declarant once the changes are made. AGICOA cannot be held liable for the modifications made in the Registrations/Declarations unless such modifications were not in line with the instructions given by the Declarant.

2. The Declarant is allowed to withdraw any of the rights declared with AGICOA, for the territories of its choice, upon serving a reasonable notice.

3. Depending on the outcome of a conflict resolution procedure, the Declaration(s) of rights of the Declarant(s) involved in said procedure shall be updated by AGICOA accordingly, as set out in the AGICOA Conflict Rules.
4. Any modification made by a Declarant in its Declaration(s) will have a retroactive effect. In the event the Declarant received payments that are not in line with its retroactively modified Declaration(s), it shall immediately refund these undue payments to AGICOA, unless such payments are not considered undue by AGICOA due to special circumstances (such as, but not limited to, a portfolio transfer). The dedicated Portfolio Manager shall follow-up on this. For the avoidance of doubt, if a conflict occurs between this section 4 and the AGICOA Conflict Rules, the AGICOA Conflict Rules shall prevail.
5. Either the Declarant or AGICOA is allowed to terminate the Mandate granted to AGICOA under the terms and conditions provided in the Mandate.

Article 4

Inactivation of Registrations and Declarations

1. AGICOA is entitled to inactivate Declarant's Registrations and Declarations if said Declarant cannot be reached under its contact details (including bank details) despite AGICOA's reasonable efforts to find out the Declarant's new contact details within six months. The same applies if the Declarant dies or its legal entity ceases to exist.
2. AGICOA may decide not to inactivate a Registration/Declaration upon request of a Declarant's heir or successor in title. In such case, the Registrations and Declarations shall be updated accordingly.
3. AGICOA is entitled to immediately inactivate a Declarant's Registrations and Declarations of rights, for good cause including, without limitation, objectively justified suspicion of fraud or bankruptcy of said Declarant and therefore the Mandate granted by said Declarant to AGICOA shall be terminated with immediate effect.
4. In case of a portfolio transfer, the inactivation by AGICOA of the Declarant/transferor's Registrations and/or Declarations shall occur upon instructions from said Declarant to do so and upon reception by AGICOA of a "Transfer of Rights" form signed by both parties.
5. AGICOA is entitled to inactivate a Declarant's Registrations and Declarations of rights if said Declarant has not received any payment from AGICOA for more than thirty years and to terminate the Mandate granted with a two months' prior notice.
6. The inactivation of a Declarant's Registration automatically inactivates all the Declarations of rights made by such Declarant.
7. The inactivation of a Declaration of rights automatically terminates the Mandate granted to AGICOA by the Declarant to manage such rights.

III. SPECIFIC RULES

1. If the Work declared is a serial with distinct episode titles and if the paper form is chosen for such declaration, a “Declaration of episodes with titles” form has to be filled in, in addition to the “Declaration of a Work” form and the “Declaration of Rights on Works” form.

If the Work declared is a serial with season(s) and/or grouped episodes with no specific titles and if the paper form is chosen for such declaration, the “Declaration of seasons – episodes without title” form has to be filled in in addition to the “Declaration of a Work” form and the “Declaration of Rights on Works” form.

2. By submitting a Declaration of rights to AGICOA, the Declarant mandates AGICOA to manage the rights declared related to the Work(s) declared in its Declaration.

AGICOA is, in any case, granted a General Mandate but the Declarant has the option to grant to AGICOA a Voluntary Mandate as well.

The Declarant is allowed to make restrictions to the General Mandate and the Voluntary Mandate.

IV. FINAL PROVISIONS

1. The present Registration and Declaration Rules and any updated version shall be published on AGICOA’s website.
2. By submitting a Registration or a Declaration at AGICOA, the Declarant acknowledges having read and accepted the present AGICOA Registration and Declaration Rules in their latest published version and having agreed on their binding force.
3. The Declarant understands that knowingly making any false or fraudulent declaration may be punishable by fines and/or imprisonment according to the Swiss Criminal Code.
4. If AGICOA needs to provide proof of its entitlement in any country, the Declarant hereby authorizes AGICOA to use, at any time, its authorized signature, as provided to AGICOA, on any relevant extract of the Registration or Declaration submitted to AGICOA in paper form or electronically, as modified from time to time.
5. The present Registration and Declaration Rules shall be effective as of January 1st, 2018 (hereinafter the “Effective Date”) and shall have a retroactive effect. Any Declarant shall have one month from the Effective Date to express any reservations regarding those new rules. Silence shall be considered as acceptance.